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the Office Action concludes, the technicians are known.

Even if that be true, that does not show the particular mechanism of claim 157, which transmits the identities of the technicians to the ATMs.

This applies to all the anticipation rejections.

#### Point 2

Claims 158 and 172 state that an intelligent agent "returns" to a server, and delivers "diagnostic information." That has not been shown in the references.

### **Obviousness Rejections**

#### Point 1

Every claim which was rejected as obviousness contains at least one recitation which has not been shown in the prior art. MPEP § 2143.03 states that "**all the claim limitations** must be taught or suggested by the prior art."

For example, many claims (eg, claim 148) state that an intelligent agent is given a list of ATMs, and that the intelligent agent visits the ATMs in sequence. Neither the "list," the "intelligent agent," nor the visiting "in sequence" has been shown in the prior art.

In every case, the obviousness rejection fails to show at least one claim element in the prior art. All obviousness

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rejections are thus defective.

#### Point 2

For the claim elements not shown in the prior art, the Office Action merely asserts that it is "obvious" to add these elements to a reference.

This approach mis-apprehends the law of obviousness.

"Obviousness" is not a substitute for citation of prior art. The claim elements must be shown in the prior art.

Also, there is no legal standard to determine whether it is "obvious" to add the missing claim elements to a reference. One reason is that only inventions as-a-whole can be obvious. Missing claim elements can not be.

The standard of obviousness does not apply to addition of claim elements, not shown in the prior art, to a cited reference. Thus, there is no way to actually determine whether the addition of the missing element is "obvious."

#### Point 3

As stated above, in every case, at least one claim element has not been shown in the prior art.

In every case, no valid teaching has been given for combining the (missing) claim element with a cited reference.

The type of rationale used by the Office Action is the same

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in every case, namely, that the combination produces some desirable result.

That is not a teaching under section 103. That merely points to a supposed characteristic of the combination, but **after** the combination has been made. (The characteristic is that some desirable result is produced.) That is not a teaching for making the combination in the first place.

From another point of view, if that desirable result is to act as a teaching for combining references, that desirable result, and its attainment, must be shown in the prior art. That has not been shown.

MPEP § 706.02(j) supports these Points:

Contents of a 35 U.S.C. 103 Rejection

. . .

To establish a prima facie case of obviousness, three basic criteria must be met.

First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings.

Second, there must be a reasonable expectation of success.

Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations.

The teaching or suggestion to make the claimed

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combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure.

In this case, the obviousness rejections fail to set forth the "three basic criteria."

**END SUMMARY OF RESPONSE**

**Response to Rejection of Claims 157, 158, 171, 172, and 176**

These claims were rejected as anticipated by Drummond.

Claim 157

POINT 1

Claim 157(b) recites:

b) sending a second type of intelligent agent from a server to a group of ATMs, which agent informs the ATMs of the identities of available service technicians.

The Office Action relies on Drummond, column 11, lines 11 - 27 to show this recitation. However, that passage merely states that an "HTTP server 90" "deliver[s] documents selectively to the ATMs 12." The documents may include JAVA applets, which may be interpreted as the claimed "intelligent agents."

But nowhere does that passage state that the intelligent agents informs the ATMs of the identities of available service technicians.

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To attempt to disprove this absence, the Office Action, top of page 3, asserts that, in Drummond, fault messages may be directed to an entity which can provide servicing required. Supposedly, this shows that the identities of service providers is known. However, at least three problems exist in this assertion.

One problem is that the passage in Drummond showing this has not been identified. MPEP § 2131 states:

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.

A second problem is that the assertion is a hypothetical. The PTO merely asserts that something "may" occur in Drummond. Hypotheticals are not prior art.

The third problem is that, even if the assertion is correct, the assertion does not correspond to claim 157(b). The assertion merely asserts that, in Drummond, addresses of technicians are known. The claim does not recite that.

The claim states that the "intelligent agent" "informs the ATMs of the identities of available service technicians." The PTO's assertion does not show that.

Further, the claim states that "identities of **available** service technicians" are given. Even if the Office Action's assertion be accepted, it does not state that **available** technicians

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are identified.

As an extreme example, and using the PTO's own hypothetical language, Drummond "may" know identities of all technicians, dead or alive. The claim does not recite that.

#### POINT 2

The claim states that "all intelligent agents share a common data format." That has not been shown in Drummond.

The Office Action relies on Drummond, column 28, lines 59 - 65, to show this. However, that passage only states that a "fault message" is directed to a specific address. That passage says nothing about the format of **all** agents.

The preceding applies to claim 171.

#### Claim 176

##### POINT 1

Claim 176(a) recites:

- a) sending a first type of intelligent agent from the server system to ATMs, which agent
  - i) obtains data concerning functionality of elements within the ATMs, and
  - ii) returns to the server system with the data.

Such an agent, which obtains the claimed data and returns,

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has not been shown in the references.

POINT 2

Claim 176(c) recites:

c) at an ATM, detecting an error condition and, in response, sending a third type of intelligent agent from the ATM to a server in the server system.

This has not been shown in the references.

Therefore, Applicant requests, under 37 CFR §§ 1.104(c)(2) and 35 U.S.C. § 132, that the PTO specifically identify claims 176(a) and (c) in Drummond.

Claims 158 and 172

These claims state that an intelligent agent "returns" to a server, and delivers "diagnostic information."

The Office Action relies on Drummond, column 12, lines 33 - 45 to shown this. However, that passage merely describes reading of a passcard by an ATM, and transmitting data read from the card to a server over a network.

-- No "intelligent agent" as claimed is shown.

-- No "return" of an intelligent agent is shown.

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- No delivery of "diagnostic data" is shown.
- No "diagnostic data" is present at all in this passage of Drummond.

**Response to Rejection of Claims 74, 81, 83 - 86, 95, 98 - 101, 106 - 110, 113, 114, 128, 131, 148 - 154, 162 - 168, 178, and 179**

These claims were rejected as obvious, based on Drummond.

Claims 74, 81, 83 - 85, 95, 98 - 101, 110, and 113

The Office Action asserts that all elements of the claims are shown in Drummond, except for one, namely, "informing the device when the representative becomes . . . unavailable or available (or not accept responsibility) to perform required services." (Office Action, page 4, first full paragraph.)

The Office Action then asserts that it is obvious to "add a method that notifies a device when a representative becomes . . . unavailable . . ." However, even if that be true, several problems exist in the rejection.

#### PROBLEM 1

The element which the Office Action adds to Drummond does not correspond to the claims in many cases.

- Claim 74 states that a service person decides whether or not to accept responsibility. That does not correspond to



notifying a device when a representative becomes unavailable, which is the added element. In fact, claim 74 does not even discuss notification. It discusses enabling the representative to make a decision.

Restated, claim 74 states that certain information is delivered to servicing personnel, which allows them to decide whether to handle a given problem. The Office Action's notification of whether a representative becomes unavailable does not show (1) that information nor (2) the decision made by the servicing personnel.

This applies to claim 81.

-- Claim 83 states that a malfunctioning terminal launches an agent which notifies servicing personnel, and the agent returns to the malfunctioning terminal with a decision by the servicing personnel on whether to respond.

The Office Action has not shown this.

-- The preceding points apply to claims 84 - 86, 95, 98 - 101, 110, and 113.

PROBLEM 2

The Office Action relies on a hypothetical element, not shown in the prior art, which is that a device is notified that a representative is unavailable. Even if that hypothetical element is available as prior art:

-- That does not show the claimed transmission of information to servicing personnel, which enables them to make a decision.

-- That does not show the claimed decision by servicing personnel on whether to handle the problem. Some claims recite the decision, and not any notice to the malfunctioning terminal.

PROBLEM 3

The hypothetical element has not been shown in the prior art.  
MPEP § 2143.03 states:

To establish prima facie obviousness . . . **all the claim limitations** must be taught or suggested by the prior art.

PROBLEM 4

The Office Action asserts that, since Drummond states that service technicians are notified of problems, that "it is possible

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for the service person to decide whether or not to accept responsibility when he/she receives the messages."

However, this type of reasoning is specifically prohibited by the MPEP. MPEP § 2143.01 states:

FACT THAT REFERENCES **CAN BE** COMBINED OR MODIFIED IS NOT SUFFICIENT TO ESTABLISH PRIMA FACIE OBVIOUSNESS

The mere fact that references **can be** combined or modified does not render the resultant combination obvious unless the prior art also suggests the desirability of the combination.

. . . .

FACT THAT THE CLAIMED INVENTION IS WITHIN THE CAPABILITIES OF ONE OF ORDINARY SKILL IN THE ART IS NOT SUFFICIENT BY ITSELF TO ESTABLISH PRIMA FACIE OBVIOUSNESS

A statement that modifications of the prior art to meet the claimed invention would have been "well within the ordinary skill of the art at the time the claimed invention was made" because the references relied upon teach that all aspects of the claimed invention were individually known in the art is not sufficient to establish a prima facie case of obviousness without some objective reason to combine the teachings of the references.

The Office Action has merely asserted that a certain modification of Drummond is "possible." This MPEP section prohibits such assertions in a 103 - rejection.

PROBLEM 5

The PTO's reasoning is illogical, or at least incomplete.

Under the PTO's reasoning, all service technicians can refuse to handle a problem, thereby allowing an ATM to remain out-of-service indefinitely.

No owner of that ATM would agree to that.

Thus, the PTO's reasoning leads to a situation which is undesirable, and would not be sought by a person skilled-in-the-art. That fact defeats the PTO's reasoning.

Claim 86

Claim 86 recites a "prioritized list." That has not been shown in the prior art.

Further, MPEP § 2143.01, cited above, prohibits the rejection. In essence, the PTO is asserting that "it is well within the skill of the art" to produce claim 86. That is not allowed.

Claims 106 and 107

Claim 106 states that

- 1) an error occurs in a "transaction terminal,"
- and
- 2) the "transaction terminal" is notified when a technician services the error.

That has not been shown in the prior art.

Claim 107 states that a "central server" is notified when a technician services an error in another terminal. That has not been shown in the prior art.

Claims 108, 109, and 114

CLAIMS 108 AND 109

Claim 108 states that a transaction terminal having an error condition launches an intelligent agent. That has not been shown in the prior art. The error "messages" in Drummond have not been shown to have the characteristics of intelligent agents.

Also, claim 108 recites launching a second agent, if the first does not return within an allotted time. That has not been shown in the prior art. A showing is required.

MPEP § 2143.01, cited above, prohibits the type of rejection made. The rejection asserts that a certain modification of Drummond is obvious, because it provides a supposed benefit. That type of rejection is not allowed.

The preceding applies to claim 109.

CLAIM 114

Claim 114 states that the transaction terminal notifies a central server if a technician does not perform service on the transaction terminal within an allotted time.

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That has not been shown in the references.

Further, the PTO's rationale for the rejection does not lead to this recitation. The PTO's combines launching a second agent with Drummond, if the first agent does not return within a specified time. That does not lead, as a matter of logic, to the recitation in question.

And the second agent has not been shown in the prior art.

Claims 128 and 131

CLAIM 128

Claim 128 states that a transaction terminal (eg, an ATM) is notified, **when it logs onto a network**, of how service technicians have been prioritized (that is, which technicians the ATM should call for specific problems).

That has not been shown in Drummond.

The PTO merely asserts that telling a transaction terminal of this prioritization is obvious. But the prioritization has not been shown in the prior art.

Further, the PTO's notification of the prioritizing does not show the claimed **time** when the transaction terminal is notified of the prioritization, namely, when the transaction terminal logs on.

Further, the rationale for the rejection is of the type specifically prohibited by MPEP § 2143.01.

The preceding applies to claim 131.

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Claim 148

Claim 148 recites, in part:

. . . the servicing person's terminal launches  
an intelligent agent program that

first visits the central server where it  
acquires a list of network addresses and  
ports of transaction terminal elements be  
visited,

and then

is launched to successively notify each  
of the transaction terminal elements  
represented on the list.

These recitations have not been shown in the prior art.

The claimed "first visit" of the intelligent to the central  
server, where it obtains a "list," has not been shown.

The Office Action asserts that the successive notification of  
each transaction terminal by the intelligent agent is obvious to  
be added to Drummond. However, addition of claim elements, which  
are not shown in the prior art, cannot be obvious. This was  
explained in Applicant's prior response.

Only the "subject matter" of a claim "as a whole" can be  
obvious.

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Claims 149, 150, 152, 154, 162, 163, 164,  
166, 168, 178, and 179

CLAIM 149

POINT 1

Claim 149(a) states that a server delivers a "list" to a Monitor Agent. The Office Action admits this list to be absent from Drummond, and asserts the list to be "obvious." This POINT 1 is made to support POINT 2, below.

POINT 2

Claims 149(b) recites "causing the Monitor Agent to visit the ATMs on the list in sequence." As explained above, no "list" has been shown in Drummond. Thus, this recitation cannot be present.

Further, neither the "list" nor the visitation "in sequence" have been shown in the prior art. MPEP § 2143.03 states:

To establish prima facie obviousness . . . **all the claim limitations** must be taught or suggested by the prior art.

The Office Action merely asserts that it is obvious to add the recitations of POINTs 1 and 2 to Drummond.

That is insufficient.

POINT 3

Claim 149(a) recites delivering a "diagnostic computer



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program" to the Monitor Agent. The Office Action relies on two passages of Drummond to show this:

- 1) column 9, line 48 - column 10, line 19  
and
- 2) column 29, lines 6 - 31.

However, passage (1) only states that the ATM sends messages to a server, which inform the server about the types of functional devices present within the ATM. The server uses this information to avoid sending requests to devices which are not available in the ATM.

That does not show the claimed delivering a "diagnostic computer program" to the Monitor Agent by the server. That does not even show a Monitor Agent.

Passage (2) merely states, in essence, that an ATM creates a list of malfunctioning devices, and makes that list available to a technician.

That does not show the claimed delivering a "diagnostic computer program" to the Monitor Agent by the server. That does not even show a Monitor Agent.

#### POINT 4

Claim 149(b) states that the Monitor Agent delivers the diagnostic program to the ATM, which runs it.

The Office Action asserts that Drummond, column 29, lines 50 -

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59, shows this. However, the context of that passage, including column 29, lines 6 - 8, indicate that any diagnostic program is **already present** at the ATM. No Monitor Agent delivers it.

POINT 5

The Office Action has not attempted to show the "wherein" clause of claim 149(b) in Drummond. Nor has the Office Action attempted to show claim 149(c) and (d) in Drummond.

POINT 6

The Office Action asserts that it is obvious to add to Drummond the claimed "list," and visitation of ATMs on the list in sequence. However, a problem arises.

MPEP § 706.02(j) states:

Contents of a 35 U.S.C. 103 Rejection

. . . .

To establish a prima facie case of obviousness, three basic criteria must be met.

. . . .

Second, there must be a reasonable expectation of success.

. . . .

The . . . reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure.

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The Office Action has not actually shown **how** an intelligent agent, even if present in Drummond, would visit ATMs in sequence.

For example, how does the intelligent agent reach the first ATM ? Then, how does it reach the second ?

REMAINING CLAIMS IN THIS GROUP  
(Claims 150, 152, 154, 162, 163, 164, 166, 168, 178, and 179)

Of the remaining claims, the preceding applies to claims 162, 163, 168, 178, and 179. The following POINTs apply to all the remaining claims.

POINT 1

The Office Action, as a technical matter, is defective.

The Office Action has only gone (incompletely) through claim 149, and asserted that its contents are found in Drummond, or are "obvious." But the Office Action has not asserted that the remaining claims in this group are duplicative of claim 149.

Thus, the Office Action has tacitly admitted the other claims to be different from claim 149, but has not shown the differences in the prior art.

POINT 2

Dependent claim 150 states that two formats, of two different agents, are different. That has not been shown in the prior art.

POINT 3

Dependent claims 152 and 166 state that different lists are delivered to the Monitor Agent at different times. That has not been shown in the prior art.

POINT 4

Independent claim 154 states, in part:

- d) causing the Service Agent to visit the ATMs on the list in sequence and, at each ATM, deliver;
  - i) the names of the human service technicians, and
  - ii) the technical abilities of the service technicians;
- e) at an ATM,
  - i) detecting an error condition;
  - ii) examining the abilities of the human service technicians and selecting a technician to handle the error condition; and
  - iii) delivering to an alert intelligent agent, Alert Agent, an address of the technician selected, and causing the Alert Agent to contact the technician selected.

None of this has been shown in the prior art.

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Claims 151 and 165

The subject matter of these claims has not been identified in Drummond, but only asserted to be present. That is insufficient.

Claims 153 and 167

These dependent claims state that different diagnostic programs are delivered to the Monitor Agent at different times.

Such a recitation, if found in Drummond, requires, at a minimum, that two different diagnostic programs be discussed in Drummond. That has not been shown.

The PTO relies on Drummond, column 28, lines 54 - 59, to show these two claims. However, that passage merely states that "messages" are used to remotely run "diagnostic tests." Plainly, the "diagnostic tests" are present locally, and do not accompany the "messages."

Further, the Office Action has not shown how the "messages" in Drummond qualify as the claimed "Monitor Agent." For example, parent claim 148 states that the Monitor Agent visits ATMs **in sequence**. The PTO has not shown how the "ogsscgs" of Drummond for that reason. 32ZvoObvkowsngssRgjgcvkonsofCnckos32/36and 1,32.322/4327.329,332.

These claims were rejected as obvious, based on Drummond and

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Cave.

Cnckos32, 33, 123, 126. 126, 127, and 132 - 135

vjgcnckoscr@OINT36.cnkfvjgr

attained.

are wjkchThecnkfosstovjgGfckknfgngnrtcnknjcnvjgcnjgcnfMondgson,csgrknknng

available.

Cave is cited to show this recitation.

However, Cave's Figure 5, and his discussion of it (Column 4, line 50 et seq.), show something completely different.

In Cave, when an "agent" logs on, his name is placed on a list of available agents. That simply does not correspond to the claim recitations.

-- The entity which logs on is different in the claim, compared with Cave. In the claims, a **transaction terminal (eg, an ATM)** logs on. In Cave, an **agent** logs on.

-- The events which occur upon log-on are different. In the claims, the entity which logs on is told of the available agents. In Cave, the name of the party logging on is

placed on a list.

-- The mechanisms by which information is transferred are different. In the claims, an intelligent agent is launched by a servicing person's terminal, and tells the entity which logs on of available servicing personnel. Nothing like that happens in Cave.

#### POINT 2

However, even if the references are combined, the claims are not attained.

The Office Action relies on Cave's Figure 5 to show the claim recitation in question. However, the "agent" in Figure 5 does not correspond to the "servicing person" of the claims. Claim 124, for example, states that the "servicing person" is "available for servicing of the transaction terminal element." Such "servicing persons" are not found in Cave.

Cave's agents do not service machines. They assist customers.

#### POINT 3

The claims recite **launching of an intelligent agent**. Cave's Figure 5 only shows placement of a name on a list. That does not correspond to the claimed launching, nor launching of an intelligent agent.

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Therefore, even if the references are combined, the claims are not attained.

#### POINT 4

No valid teaching has been given for combining the references, for several reasons.

One reason is that the rationale given (Office Action, page 12, top) does not, as a matter of logic, lead to the claims.

According to the PTO's rationale, Cave teaches that when a service person logs on, then transaction terminals are notified of the network identities of available service persons. But even if Cave shows that (which he does not), that does not lead to the claims.

The claims recite a **different** log-on event. The claims state that when a **transaction terminal logs on**, certain notification is done. The claims **DO NOT** say that when a service person logs on, notification is done.

Thus, the rationale does not lead to the claims.

A second reason is that the PTO's characterization of Cave is incorrect. In Cave, no "network identity" of service persons is given out. The reason is simple: those service persons are located at, for example, the bank which operates the ATM which the customer is operating. The customer simply requests the ATM to connect to



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the service person.

There is no need for giving out "network identities." Because the ATM in Cave does not search out agents on the network.

#### POINT 5

No expectation of success has been shown. MPEP § 706.02(j) states:

#### Contents of a 35 U.S.C. 103 Rejection

. . .

To establish a prima facie case of obviousness, three basic criteria must be met.

. . .

Second, there must be a reasonable expectation of success.

. . .

The . . . reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure.

The PTO has not shown how Drummond's system would be modified to perform the actions which Cave supposedly shows.

#### POINT 6

The rationale given by the PTO is invalid. The Office Action asserts that Drummond states that a fault message may be sent to a selected address when a specific condition occurs. The Office

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Action then purports to combine that with Cave's events which occur on log-in.

However, no teaching for making this combination has been given. A teaching is required.

The Office Action merely asserts that the combination provides certain benefits (eg, "an efficient and fast method . . .") However, that is not a teaching for combining the references in the first place. That merely points to supposed results of making the combination.

If the results of a combination of references are to act as a teaching for making the combination, then those results must be shown in the prior art. MPEP § states 706.02(j):

Contents of a 35 U.S.C. 103 Rejection

. . . .

To establish a prima facie case of obviousness, three basic criteria must be met.

First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings.

. . . .

The teaching or suggestion to make the claimed combination . . . must . . . be found in the prior art and not based on applicant's disclosure.

In addition, the supposed results of the combination of references (eg, "an efficient and fast method . . ." is obtained) are purely conclusory. No evidence has been given showing that "efficiency" is improved, nor that speed has improved.

Evidence is required.

Further, the Office Action, in essence, asserts that the combined references provide better connection between a terminal (used by a customer) and service representatives. Applicant points out that, as a minimum, if this assertion is to be used, it must be shown that the combination is better than Cave alone.

That is, if the combination is not better than Cave alone in this respect, then there is no reason to make the combination. The hypothetical person skilled-in-the-art would not use the combination to attain the connection in question. That person would use Cave alone.

Claims 87 - 90

POINT 1

A basic idea in these claims is that an ATM (for example) having an error condition repeatedly launches an intelligent agent, until a service technician agrees to fix the error.

The Office Action admits that Drummond does not show this, but that Cave tells his agents to log off when not needed.

Applicant points out that this aspect of Cave has no relevance

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whatever to the claim recitation in question. Even if Cave is combined with Drummond, this claim recitation is not attained.

#### POINT 2

The Office Action, bottom of page 12, asserts that it is obvious to add the recitation in question to Drummond. However, that recitation has not been shown in the prior art, as required.

#### POINT 3

No valid teaching has been given for combining the references.

The fact that the combination supposedly produces a better product is not a basis for combining the references. As a minimum, recognition of this fact must be shown in the prior art, and that has not been done.

#### Claim 122

The Office Action admits that the claim language following ". . . in which when a servicing person's terminal logs onto the network" is absent from Drummond. Applicant points out that this claim language represents the vast majority of the claim.

This claim recitation has not been shown in the prior art, nor even asserted to be present in Cave.

In essence, the rejection of this claim is completely arbitrary, and without foundation.

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Claims 34, 125, 129, 130, and 138 - 140

POINT 1

The Office Action admits that Drummond does not state that when a service person logs off, the transaction terminals are notified that he is no longer available.

The Office Action points to Cave's Figure 6, wherein the agent is removed from the "available" list, when he logs off.

However, as explained above, Cave's agents do not correspond to the claimed service persons. For example, in claim 125, servicing persons are "potentially available for servicing of the transaction terminal."

Cave's agents may "service" a "customer," but they have not been shown to "service" a "transaction terminal."

POINT 2

The claims state that the "transaction terminals" are notified of the new inactive status of the service persons.

There is no reason in the references to do that, even if combined.

There is no need for the "terminals" to know this. Under Cave, when a customer wants an agent, he tells the bank which operates the ATM which the customer is using, during the transaction. The bank then connects the customer with an agent.

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(Cave, column 3, line 25 et seq.) But the agent is within the bank, and the bank locates the agent, using Cave's list of available agents.

There is no reason for the ATM to maintain a list of available agents, because the ATM does not undertake the process of locating an agent in Cave.

### POINT 3

The rationale used by the PTO for combining the references does not lead to the claims.

The rationale is that Drummond uses e-mail messages to report error conditions. The Office Action generalizes this to reporting of "a particular condition or group of conditions." (Office Action, page 15, top.)

The Office Action then asserts that these messages should be sent during the log in process. However, several problems exist in this assertion.

One problem is that it does not lead to the claimed invention. It merely states that error messages should be sent when a terminal logs in. That does not correspond to the claimed recitation that a servicing person's terminal notifies a transaction terminal (eg, an ATM) that the servicing person is now available, and that this notification occurs when the transaction terminal (eg, the ATM) logs on, and the notification is done by way of an intelligent

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agent.

A second problem is that no expectation of success has been shown. How does the terminal know what error messages to send, since it has not been shown that the terminal runs a diagnostic routine prior to log-in ?

#### POINT 4

The Office Action, page 15, second full paragraph, asserts that Drummond does not show "an intelligent agent [which] acquires a list of terminals to visit, and visits the terminals in sequence."

But this element has not been shown in the prior art. MPEP § 2143.03 requires a showing.

Further, no teaching has been given for adding this non-existent element to Drummond. The only rationale given is that some supposed benefit to Drummond would be attained. (Office Action, page 15, bottom.)

That is insufficient under section 103.

#### **Response to Rejection of Claims 102, 103, 105, 111, 112, 155, 156, 159 - 161, 169, 170, 173 - 175, and 177**

These claims were rejected as obvious, based on Drummond and Lesaint.

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Claims 102, 103, and 105

These claims state that a particular "estimate" is sent to a server. A "servicing person's estimate" of the time when the servicing person expects to service the malfunctioning terminal is sent to a central server.

The Office Action relies on a scheduling process in Lesaint to show that. However, no "servicing person's estimate" is shown in Lesaint. Further, the transmission of the "estimate" of the claims, which transmission is to a central server, is not shown in Lesaint.

Thus, even if the references are combined, the claims are not attained.

Claims 111 and 112

Claim 111 states that the priority ranking is done by an intelligent agent which arrives at the terminal to be serviced. That has not been shown in the references. All claim recitations must be found in the references.

This applies to claim 112. Further, claim 112 recites a second intelligent agent, which is used if maintenance is not done within a specified time after launch of the first intelligent agent. That has not been shown in the references.

Further still, claim 112 states that order of servicing the terminals, as specified by the second intelligent agent, is



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**different** from that of the first. That has not been shown in the references.

Claims 155, 156, 159 - 161, 169, 170, 173 - 175, and 177

The claims state that the intelligent agent (1) visits the ATMs **in the sequence** on the list and (2) returns to the server.

That has not been shown in the references.

Further, the Office Action state that Drummond shows no such recitation. (See Office Action, page 10, first paragraph; page 15, first full paragraph.) Therefore, this recitation must be found in Lesaint. But the Office Action has not identified such as recitation therein.

Therefore, the rejection cannot stand.

Claims 156 and 170

These claims state that three agents are organized according to the same format:

The Office Action's rejection is based on the erroneous assumption that "messages" sent over the Internet qualify as "agents." That is not so.

Thus, even if the "messages" have the same format, they are not "agents."

Further, the Office Action relies on the assertion that the "messages" are "TCP/IP messages." But the latter merely refers to

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the protocol used to send the messages. (For example, how many bytes are contained in a packet, what type of error correction is used, etc.)

The latter merely refers to how the "messages" are **processed**. That does not show any "format" of the "messages."

Still further, the claims recite three different types of agent. Three different agents have not been shown in the references.

#### **Response to Rejection of Claims 11 and 12**

These claims were rejected as obvious, based on Drummond, Lesaint, and Cave.

#### **POINT 1**

Even if the references are combined, claim 11 is not attained.

Lesaint states that the **ranking** as to priority is done by scheduler 30. (Column 13, line 10 et seq.) However, that scheduler 30 is part of computer X in his Figure 1. That computer X schedules "tasks" J1, J2, etc., which are transmitted to technicians T1, T2, etc., over hand-held computers H1, H2, etc. (Column 6, lines 53 - 63, et seq.)

Claim 11, when read with parent claim 10, states that the **terminal** (which experiences the malfunction which the technician is to fix) performs the ranking. That is, the terminal receives

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the "information about the maintainer"/"maintainer information."  
That terminal makes the request for maintenance. Under claim 11,  
that request is sent to the maintainer having highest priority.

Thus, a different party in Lesaint performs the ranking,  
compared with claim 11. Even if the references are combined, claim  
11 is not attained.

#### POINT 2

Even if the references are combined, the claims are not  
attained.

Claim 11 states that, when a maintainer logs onto his  
terminal, the network address of the maintainer is sent to the  
transaction terminal (eg, an ATM).

The Office Action relies on Cave's Figure 5 to show this.  
However, that Figure fails to show any sending of a network address  
to an ATM, or other "transaction terminal."

Further, the claim states that a "transaction terminal" sends  
a "maintenance request" to the address in question. No such  
address is found in Cave. Thus, even if the references are  
combined, the claim is not attained.

The preceding applies to claim 12.

#### **Response to Rejection of Claims 119 - 121**

#### POINT 1

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These claims, speaking generally, state that "predictions" are used to determine servicing requirements.

The Office Action admits that the "predictions" are absent from Drummond.

Canada is cited to show collecting data "for machines for use in predicting maintenance requirements." One example is detecting frequencies emitted by a machine, which may indicate an impending crack in a bearing. (Column 1, lines 60 - 62.)

However, Canada is non-analogous art. No connection has been shown indicating why Drummond would use Canada's apparatus.

#### POINT 2

Canada requires that a human operator be present at the machines being tested, to operate Canada's device. Thus, the operator obtains data, and any "predictions" are made, based on the data.

The claims state that data is obtained over a "network," and predictions are based, in part, on that data.

That has not been shown in the references.

#### POINT 3

No expectation of success has been shown. The PTO has not shown how, in the combination of references, data is obtained over a network (contrary to Canada), and then predictions are made.

POINT 4

The rationale for combining the references does not actually lead to the claims, nor to a combination of references.

The rationale (Office Action, page 23) is that "early diagnosis of impending malfunctions" is obtained and that prevention of "machine breakdowns" is obtained.

However, if those are the goals, then Canada, **by himself**, achieves them. There is no reason to add Drummond.

Thus, the rationale does not lead to the combination of references.

**Response to 112 - Objection**

Objection was registered to claims 11 and 12 on the grounds that in claim 11, line 12, it is not clear whether "a malfunction" refers to the same malfunction in line 8.

In response, Applicant points out that the later-recited "malfunction" is contained in a "wherein clause."

The "wherein clause" sets forth characteristics of the "system" to which the "wherein clause" refers.

Thus, ordinarily, since

-- the later-recited "malfunction" occurs in  
the "wherein clause,"  
and

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-- the "wherein clause" describes a system  
which contains the earlier-recited  
"malfunction,"  
then  
-- the two malfunctions refer to the same  
type of malfunction.

#### **Comment**

The Office Action repeatedly asserts that a certain reference shows all, or selected, claim recitations. Applicant does not admit the correctness of such assertions, and is not taking the time to rebut each assertion.

One goal of this Request for Reconsideration is to show that the rejections under sections 102 and 103 are not valid. It is not always necessary to rebut the assertions in question, to attain that goal.

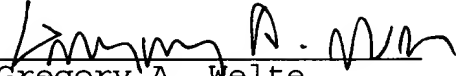
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**Conclusion**

Applicant requests that the rejections to the claims be reconsidered and withdrawn.

Applicant expresses thanks to the Examiner for the careful consideration given to this case.

Respectfully submitted,

  
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